

11-09-2004



To the Honorable Commissioner of

102877935

original documents or copy thereof.

11-9-04

1. Name of conveying party(ies):

General Electric Capital Corporation

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation—State \_\_\_\_\_
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? Yes  No

3. Nature of conveyance:

- Assignment                       Merger
- Security Agreement               Change of Name
- Other Release of Security Interest

Execution Date: November 2, 2004

2. Name and address of receiving party(ies)

Name: Playtex Products, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 300 Nyala Farms Road

City: Westport State: CT Zip: 06880

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation – State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

76/064269; 78/464217

B. Trademark Registration No.(s)

2,643,841; 2,093,758; 2,787,316;  
2,635,896; 2,644,348; 2,182,684

Additional number(s) attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Doron Goldstein, Esq.

Internal Address: \_\_\_\_\_

Paul, Weiss, Rifkind, Wharton & Garrison LLP

Street Address: \_\_\_\_\_

1285 Avenue of the Americas

City: New York State: NY Zip: 10019-6064

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-0706

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Doron Goldstein, Esq.

Name of Person Signing

  
Signature

11/9/04  
Date

Total number of pages including cover sheet, attachments, and documents: 6

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

11/09/2004 GT0N11 00000056 500706 76064269

01 FC:8521 40.00 DA  
02 FC:8522 175.00 DA

## **Partial Release of Security Interest in Trademarks**

This Partial Release of Security Interest in Trademarks (the "Partial Release"), dated as of November 2, 2004, is in favor of Grantor (as defined below) made by General Electric Capital Corporation, in its capacity as agent (the "Agent") for the Lenders pursuant to the Credit Agreement, dated as of February 19, 2004, among the Agent, the financial institutions listed therein as Lenders, Playtex Products, Inc., a Delaware corporation, having its address at 300 Nyala Farms Road, Westport, CT 06880 ("Grantor") and the other credit parties party thereto, as amended, amended and restated, supplemented or otherwise modified from time to time.

WHEREAS, Grantor entered into a Trademark Security Agreement, dated as of February 19, 2004 (the "Trademark Security Agreement"), and which was recorded on February 27, 2004 in the United States Patent and Trademark Office (the "PTO") at Reel 002804, Frame 0356, pursuant to which Grantor granted to the Agent a security interest in and lien on all right, title and interest of the Grantor in certain Trademarks (as defined therein), including the Trademarks set forth on Schedule A attached hereto (the Trademarks set forth on Schedule A attached hereto are herein referred to as the "Released Trademarks"), to secure the performance of certain obligations;

WHEREAS, pursuant to the Security Agreement, dated as of February 19, 2004, among the Grantor, the Agent and the other parties thereto, upon the sale or other transfer of assets by Grantor that is expressly permitted under the Credit Agreement, the security interest in such assets shall be automatically released; and

WHEREAS, Grantor wishes to confirm the release of any and all interest Agent may have in the Released Trademarks for the purpose of Grantor selling and assigning such Trademarks and for recording such release with the PTO.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent does hereby release, relinquish and discharge its security interest in, to and under the Released Trademarks (but the Agent does hereby expressly reserve and retain all of its right, title, interest and liens granted by the Trademark Security Agreement in all Trademark Collateral (as defined in the Trademark Security Agreement), including Trademarks, other than Released Trademarks).

IN WITNESS WHEREOF, the Agent has caused this Partial Release to be duly executed and delivered by its officer thereunto duly authorized as of the date hereinabove set forth.

General Electric Capital Corporation, as  
Agent

By: 

Name:

Title:

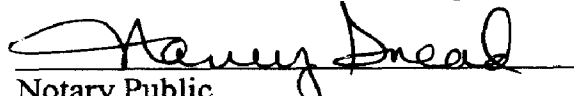
**Chad S. Blakeman**  
**Duly Authorized Signatory**

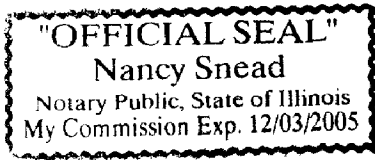
STATE OF Illinois )

COUNTY OF Cook )

ss.:

On the 29<sup>th</sup> day of October, 2004 before me and personally came Chad Blakeman, to me known, who, being by me duly sworn, did depose and say that he resides at Chicago, IL; that he is Signatory of General Electric Capital Corporation, the corporation described in and which executed the above instrument; that he signed his name thereto on behalf of said corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



**Schedule A**

**Released Trademarks**

**Trademarks**

<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
FIBRAPURE	2643841	10/29/2002	USA
HEAVY TRAFFIC	2093758	9/2/1997	USA
OXY DEEP	2787316	11/25/2003	USA
PHEROBLOC	2635896	10/15/2002	USA
POWER SHOT	2644348	10/29/2002	USA
STAIN SOLUTIONS	2182684	8/18/1998	USA
PHEROBLOC	TMA0554877	12/3/2001	CA

**Trademark Applications**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Country</b>
DEEP CLEANS WITH CARE	76-064269	6/6/2000	USA
POWER BURST	CA111928800	10/23/2001	CA
POWER SHOT	CA112001300	10/31/2001	CA
PRO SHOT	CA112091600	11/2/2001	CA
SPOT & STAIN	CA089542700	11/4/1998	CA
STAIN DEFENSE	78464217	8/9/2004	USA